

PENDLETON COUNTY FISCAL COURT

June Term, June 24, 2008

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogel, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean,

Invocation was given by Squire Fogle, Pledge of Allegiance lead by Judge
Bertram

In Re: Agenda

Judge Bertram presented the agenda for this meeting and ask that the agenda be amended to include item 16A Butler Fire Department Fireworks. Motion was made by Squire Veirs to approve the agenda as amended, seconded by Squire Fogle, motion carried.

In Re: Approval of Minutes

Vicky King, Fiscal Court Clerk presented the court with minutes from June 10th, 2008 regular session, June 16th, 2008 Special Called Session and June 17th, 2008 Special Called Session. Squire Wells **made a motion** to accept the minutes as presented, seconded by Squire Veirs, motion carried.

In Re: Approval of Treasurer's Report

Pendleton County Treasurer, Vicky King, submitted a written report for the month of May to the court at the June 10th, 2008 regular called meeting. Squire Wells made a motion to accept the report as presented, seconded by Squire Fogle, motion carried.

In Re: Seconded Reading of the New County Zoning Ordinance

County Attorney, Jeff Dean, performed the second reading of the New County Zoning Ordinance in summary form. Squire Wells said he would like to thank Tim Theissen and the Pendleton County Planning Commission for all of the hard work and dedication that has gone into getting the zoning ordinance written, Squire Veirs said he would like to echo Squire Wells comments and that he is extremely proud of the fact that Pendleton County's Ordinance is its own and that the Planning Commission and Fiscal Court worked together to make it a reality and did not take someone else's ordinance and simply rubber stamp it. Squire Whaley made a motion to accept the text portion of the New County Zoning Ordinance as read, seconded by Squire Fogle, motion carried.

NOTICE OF ADOPTED ORDINANCE

The Pendleton County Fiscal Court adopted a proposed Ordinance entitled as follows:

PENDLETON COUNTY FISCAL COURT ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE REGULATION OF THE USES OF BUILDINGS AND LAND IN PENDLETON COUNTY FOR RESIDENTIAL, AGRICULTURAL, OR BUSINESS PURPOSES, AND PRESCRIBING PENALTIES FOR VIOLATIONS, PROVIDING FOR ENFORCEMENT, AND CREATING A BOARD OF ADJUSTMENT.

BE IT ORDAINED by the Fiscal Court of the County of Pendleton, Commonwealth of Kentucky as follows:

Articles 1 - 3 deal with the title, authority, purpose and interpretation of a Zoning Ordinance

Article 4 declares agricultural land exempt and defines the term "agricultural purposes".

Article 5 contains the provisions for the Pendleton County Zoning Map and the identification and interpretation of Zoning Districts and the boundaries therein.

Article 6 contains the general regulations that shall apply to all zoning districts, including site distances at intersections, lot frontage, excavation of land, nuisances, home occupations, nonconformities, utility service, landscape regulations, swimming pools, air rights, hillside developments, mobile homes, landfills and bed & breakfasts.

Article 7 details the regulations applicable to the Rural zone and the Commerce zones: the Business and Intensive Zones.

Article 8 sets forth the general requirements for off-street parking and access control regulations.

Article 9 contains the regulations regarding off-street loading and/or unloading.

Article 10 contains the regulations that shall apply and govern signs and billboards.

Article 11 addresses administration of the zoning ordinance, and lists the duties of the Zoning Administrator appointed to carry out the provisions and to enforce the regulations contained in the Ordinance, and details the requirements for various

Summary Notice of Adopted Ordinance (2)

permits, development plans, building permits, certificates of occupancy, complaints and filing certificates of land use restriction. Article 11 also imposes penalties for violation of the zoning ordinance in accordance with KRS 100.991, providing that violation of the zoning ordinance is a class B misdemeanor, and each day of violation is a separate offense.

Article 12 deals with the establishment of the Board of Adjustment and covers all aspects of the Board with regard to membership, appointment, terms, vacancies, oaths, compensation, removal, officers, meetings, and powers. Article 12 addresses the powers of the board of adjustment, including variances, appeals, interpretations, nonconforming uses, and conditional use permits.

Article 13 sets forth the procedures for amendments to the map or text of the Zoning Ordinance.

Article 14 states that fees for zoning applications shall be provided by a separate resolution of the Fiscal Court.

Article 15 covers the definitions of words and phrases in the Ordinance.

A full copy of the adopted Ordinance is available at the office of the Pendleton County Judge/Executive, Courthouse, Falmouth, Kentucky. The Ordinance may also be viewed on the county website at www.pendletoncounty.ky.gov. The Ordinance was considered and adopted after its second reading at the regular meeting of the Pendleton County Fiscal Court at or about 7:00 p.m. on June 24, 2008 in the Community Room of the Pendleton County Courthouse at Falmouth, Kentucky. The zoning Ordinance will become effective upon publication July 1, 2008.

HENRY W. BERTRAM
PENDLETON COUNTY JUDGE/EXECUTIVE

Publish July 1, 2008

Summary Notice of Adopted Ordinance (2)

Re: Ordinance

Subject: Re: Ordinance
From: TrUKatfan@aol.com
Date: Fri, 27 Jun 2008 10:15:05 EDT
To: vking_3280@fuse.net

Vicky,

I do not see any legal requirement that the full copy must be in the minutes. The minutes must clearly reflect the ordinance was adopted and it must be recorded in the clerk's office.

Jeff

Gas prices getting you down? Search AOL Autos for fuel-efficient used cars.

Internal Virus Database is out of date.
 Checked by AVG.
 Version: 8.0.100 / Virus Database: 270.3.0/1505 - Release Date: 6/16/2008 7:26 AM

Content-Description: "AVG certification"
Part 1.2 Content-Type: text/plain
Content-Encoding: quoted-printable

1 of 1

6/27/2008 10:48 AM

Judge Bertram ask for a motion to approve the map portion of the ordinance. Squire Veirs made a motion to approve the maps as presented in the Ordinance, seconded by Squire Wells, motion carried.

Judge Bertram ask for a motion to approve NKAPC to administer the Zoning Ordinance . Squire Wells made a motion to approve NKAPC to administer the Ordinance, seconded by Squire Whaley, motion carried.

In Re: Resolution Approving Zoning Fees

Judge Bertram ask for a motion to approve the Resolution approving zoning fees in Pendleton County. Squire Wells made a motion to approve the resolution, seconded by Squire Veirs, motion carried.

Pendleton County Fiscal Court Resolution _____

A Resolution of and by the Pendleton County Fiscal Court laying out the fees to be charged by the Zoning Administrator for certain zoning requirements as described in the Pendleton County Zoning Ordinance.

Whereas, the Pendleton County Fiscal Court is charged per the Zoning Ordinance, specifically Section 14, to establish fees for certain duties of the Zoning Administrator as described in the Pendleton County Zoning Ordinance, and

Whereas, these fees are established to off set some of the cost of hiring and equipping a Zoning Administrator and his or her office, and

Whereas, the fiscal court understands that these fees will in no way cover the cost of administering the county zoning ordinance.

Now Therefore be it Resolved That, the Pendleton County Fiscal Court through the adoption of this resolution does hereby set the zoning fees to be charged as follows:

<u>Type of Fee</u>	<u>Permit Needed</u>	<u>Fee</u>
Accessory Structure / Use	Yes	N/C
Home Occupation	Yes	N/C
Change of Use	Yes	N/C
Single Family	Yes	\$25.00
Two-Family	Yes	\$100.00
Multi-Family	Yes	\$300.00
Commercial / Industrial	Yes	\$300.00
Sign	Yes	\$35.00
Cell Tower	Yes	\$2,500.00
Board of Adjustment Application	Yes	\$95.00
Map Amendment / Stage I Dev Plan	Yes	\$500.00
Stage II Dev Plan	Yes	\$250.00

This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED: _____, 2008.

Attest: _____
 Pendleton County Clerk

Henry W. Bertram
 Pendleton County Judge/Executive

In Re: Contract with Three Rivers Health Department to Provide Specific Types of Health Care

Judge Bertram ask for a motion to approve the contract with Three Rivers Health District to provide specific types of health care when needed by the county. Squire Whaley made a motion to approve this contract, seconded by Squire Veirs,

THREE RIVERS DISTRICT HEALTH DEPARTMENT
510 South Main
Owenton, KY 40359
(502) 484-3412

June 1, 2008

Pendleton County Fiscal Court
ATTN: Judge Bertram
233 Main Street
Courthouse, Room 4
Falmouth, KY 41040

Enclosed are two copies of the current Fiscal Year 2007-2008 Service Agreements. *Please sign both copies of the agreements and return one copy to the health department addressed to the attention of Amy Young.* Also, copies of the health department voucher form and information regarding the vaccines are enclosed.

- **Services provided at the health department require a voucher to be presented by the employee from their respective agency at the time of services.**
- If an employee presents for a service without a TRDHD voucher from their employer, the service may not be provided.

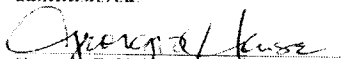
Charges for TB related test services have changed. TB Assessment without a TB skin test will be \$20.00 and a TB Assessment with a TB skin test & reading will be \$25.00.

Three Rivers District Health Department will administer the contracted services at your agency, another designated site or they may go to the local health department.

- **To schedule the off-site services,** please contact Denise Bingham or Debbie Jones at (502) 484-3412.
- For employees who will be **presenting at the health department** for their services, please contact the local health department in your county: Carroll Co. (502) 732-6641, Gallatin Co. (859) 567-2844, Owen Co. (502) 484-5736, Pendleton Co. (859) 654-6985.
- For **questions about the Agreement**, contact Amy Young at (502) 484-3412.

A Health Insurance Portability and Accountability Act (HIPAA) approved Business Associate Agreement is **on file** with the health department for your agency.

Also available will be post vaccination serologic testing for immunity following Hepatitis B vaccines. This will include a blood draw (Hepatitis B surface antigen) that will be sent to a contracted lab for the actual testing. The service will be available for \$ 25.00 per employee. The post testing will be performed two (2) months after the third dose of Hepatitis B vaccine is administered.


 George F. Heise, MS
 Public Health Director II


 Amy Young, BS
 Director of Administrative Services

CH-52
 Rev. 04/07

LOCAL HEALTH DEPARTMENT CONTRACT TO PROVIDE SERVICES

Final 2007-08

Contract Code: - 35

THIS CONTRACT, between **Pendleton County Fiscal Court**
(First Party) 233 Main Street
 Courthouse, Room 4
 Falmouth, KY 41040

and **Three Rivers District**
(Health Department) **Health Department**
 510 S. Main Street
 Owenton, KY 40359

is effective July 1, 2008 and ends June 30, 2009.

WITNESSETH THAT:

1. The Health Department agrees to perform the following services:
 1. To administer any of the following: Hepatitis A vaccine, Hepatitis B vaccine, Tetanus-diphtheria (Td), PPD (Mantoux TB skin test) or any other services, to include flu shots, and rates agreed upon by both parties, to designated employees of the Second Party;
 2. To receive from the First Party a list of employees authorized for specific services or provide a completed Three Rivers District Voucher for Services form;
 3. To provide informed consent forms for the above mentioned vaccines and tests and provide answers to all questions prior to administering the service;
 4. To provide the agreed services at the Pendleton County Health Center or another designated site;
 5. To document all medical information and with a signed release provide this information to the Second Party;
 6. To ensure confidentiality of all medical services provided;
 7. To bill the Second Party as follows:

Hepatitis A vaccine	\$ 60.00 per dose
Hepatitis B vaccine	60.00 per dose
Tetanus-diphtheria (Td)	35.00
Measles, Mumps, Rubella (MMR)	66.00
TB Assessment (no TB skin test)	20.00
TB Assessment (skin test & reading)	25.00

8. To provide all services in accordance to the Administrative References for Local Health Departments in Kentucky, Kentucky Public Health Practice Reference, Three Rivers District Policies & Procedures, state and federal laws;
9. To assure that services are provided by qualified/certified employees or agents of the health department.

The First Party agrees to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164. Any subcontract entered by the second party as the result of this agreement shall mandate that the subcontractor is required to abide by the same statutes and regulations regarding confidentiality of personal medical records as is the second party.

The Health Department agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin. This includes the provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this contract.

Section 601 of Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d), provides that no person shall "on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1974 the Supreme Court (*Lau v. Nichols*, 414 U.S. 563) interpreted regulations promulgated by the former Department of Health, Education and Welfare (HHS's predecessor), 45 CFR 80.3 (b) (2), to hold that Title VI prohibits conduct that has a disproportionate effect on **Limited English Proficient (LEP) persons** because such conduct constitutes national-origin discrimination. On August 11, 2000, **Executive Order 13166** was issued, "Improving Access to Services for Persons with Limited English Proficiency (LEP)."

3

- 1) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, thirty (30) days payable upon receipt of appropriate billing.
- 2) The total payments made under the terms of this contract shall not exceed \$9,999.00.
- 3) Contracts of \$10,000 or greater shall not become effective until the Department for Public Health has reviewed the contract as evidenced by the signature of an authorized officer of the Department for Public Health on the attached Contractor Information Page. (ALL contracts regardless of amount are to be maintained by the health department.)
- 4) The Parties to this contract agree to comply with Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112) and the Kentucky Equal Employment Act of 1978 (H.B. 683) KRS 45.550 to 45.640, and Americans with Disabilities Act, (ADA), (P.L. 101-336).
- 5) The Health Department certifies that no constitutional, statutory, common law, or regulation adopted by the Cabinet for Health and Family Services pertaining to conflict of interest will be violated by this contract.
- 6) Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

FIRST PARTY:

(SIGNATURE OF AUTHORIZED AGENT)
PENDLETON COUNTY FISCAL COURT

DATE

HEALTH DEPARTMENT:

(SIGNATURE OF AUTHORIZED AGENT)

DATE

Georgia Heise, District Director
THREE RIVERS DISTRICT HEALTH DEPT.

3

THREE RIVERS DISTRICT HEALTH DEPARTMENT

510 South Main Street Owenton, KY 40359 Ph# (502) 484-3412 Fax (502) 484-0864

Carroll Co. Health Center
401 11th Street
Carrollton, KY 41008
Ph# (502) 732-6641
Fax (502) 732-6642

Gallatin Co. Health Center
204 Franklin Street, PO Box 315
Warsaw, KY 41095
Ph# (859) 567-2844
Fax (859) 567-2845

Owen Co. Health Center
1005 Hwy 22E
Owenton, KY 40359
Ph# (502) 434-5736
Fax (502) 484-5737

Pendleton Co. Health Center
329 Hwy 330W
Falmouth, KY 41040
Ph# (850) 634-6085
Fax (850) 634-6086

VOUCHER FOR SERVICES (FY 08-09)

PATIENT NAME:

SOCIAL SECURITY NO. :

DATE OF BIRTH:

DATE SERVICE PROVIDED: _____
(to be completed by health department staff)

This voucher indicates that this individual is entitled to receive the following service(s), *check all that apply:*

X	SERVICE DESCRIPTION	CONTRACTED RATE (do not charge employees)
	Hepatitis A Vaccine	\$ 60.00
	Hepatitis B Vaccine	60.00
	Tetanus-diphtheria Vaccine (Td)	35.00
	Measles/Mumps/Rubella (MMR)	66.00
	TB Assessment (no TB skin test)	20.00
	TB Assessment (with TB skin test)	25.00
	Influenza Vaccine (Flu Shot)	
	other (specify)	Rate determined each season

at THREE RIVERS DISTRICT HEALTH DEPARTMENT. The employer listed below will assume responsibility for payment of the services to the health department. Invoices for services will be billed monthly to the agency listed below.

EMPLOYER
NAME: _____
EMPLOYER
ADDRESS: _____

Signature of Person Authorizing this Service _____

1.105

In Re: Contract with Gateway Juvenile Housing Center

Judge Bertram ask for a motion to approve signing of the contract with Gateway Juvenile Housing Center to house any Pendleton County Juvenile who is sent to that facility. Squire Wells made a motion to approve signing the Gateway Juvenile Housing Center Contract, seconded by Squire Whaley, motion carried.

1. General Information
 2. Background
 3. Objectives
 4. Methodology
 5. Results
 6. Conclusions
 7. References
 8. Appendices
 9. Index
 10. Summary

Adrian Arnold Building

37 N. Maysville Street
Mount Sterling, KY 40353
859 498-9892 (Phone)
859 498-0316 (Fax)

MEMORANDUM

TO County Judge Executives

From: Kaye Jones Templin, Executive Director

RE: Rate Change

DATE: June 2, 2008

Gateway Children's Services is a private non-profit agency established in 1981. The Project was initially funded as a national model project, with federal grants from the Office of Juvenile Justice and Delinquency Prevention (OJJDP).

Gateway serves Family Court and Juvenile Court as an emergency shelter with treatment, an alternative to secure detention or jail. This program has helped keep the state of Kentucky in compliance with federal mandates that prevent status offenders from being placed in secure detention or jail. Federal law, however, did not provide funding for alternatives. The Gateway Children's Services has been funded by a service contract with the Justice Cabinet since 1990 and receives per diem fees from counties, the Cabinet for Families and Children, as well as the Department of Juvenile Justice.

The agency mission is to provide a lifeline for change with an alternative to jail for children. Gateway provides a safe place to hold children during court process, operating a highly structured residential program with close supervision in a group home environment. Gateway works closely with law enforcement, prosecutors, attorneys, judges, social workers, schools, families and other involved parties to protect the children and insure that their rights are protected.

Gateway provides stability and security for children, often at times when those qualities are most needed in their lives. After a short time in the protective environment children begin to feel safe. An atmosphere of trust develops. Children often disclose incidents of physical and sexual abuse. In such cases, Gateway makes the legally mandated reports to Protection and Permanency in the child's home county. Gateway makes every effort to see that such reports are thoroughly investigated, the courts are aware of these reports and that provisions are made for each child's safety.

Children at Gateway often relate stories of lives that are filled with violence, neglect and abuse. A recent survey of 100 status offenders at Gateway reflected that 74% reported physical, sexual, emotional abuse or neglect, 27% of the children refused to go home at the time they were picked up by police and 23% of the parents refused to take their children home. 71% reported depression and 33% had at least one prior suicide attempt. The average age of children at Gateway is 15. The gender representation of the survey group was 44 males and 56 females. It is also significant that Gateway was the first out of home placement for 32% of these children.



Adrian Arnold Building
37 N. Maysville Street
Mount Sterling, KY 40353
859-498-9892

AGREEMENT

This agreement made and entered into this ____ day of _____, 200__ by and between Gateway Children's Services, ("Gateway"), and _____
County Judge Executive for _____ County, Kentucky, acting on behalf of
the _____ County Fiscal Court ("County");

WITNESSETH:

WHEREAS, Gateway maintains a facility in Mount Sterling, Kentucky for the non-secure placement of juveniles; and
WHEREAS, the County is financially responsible for placement of juveniles for whatever purpose;
NOW, THEREFORE, for and in consideration of the County paying the per diem of \$92.50 per day per
child and Gateway providing its facilities to the County, the parties agree to the following terms and conditions:

1. That the county will pay Gateway upon receipt of billing statements reflecting the number of children held for the County and the number of day held.
2. That Gateway will maintain its facility in compliance with all State regulations and provide for all reasonable needs of the children while being held by Gateway.
3. The County will be responsible for transportation of the child to and from Gateway and for payment of medical and psychological services.
4. The County will be responsible for all medical services not covered by Medicaid or private insurance.
5. All children taken and kept at Gateway will be maintained at Gateway facility strictly pursuant to its intake criteria.

Executed this ____ day of _____, 200__.

Kaye Jones Samplin
Executive Director
Gateway Juvenile Diversion Project, Inc.

County Judge Executive

County, Kentucky

In Re: Resolution Clearing up Issues with the County Road Maintenance Map

Judge Bertram ask for a motion to approve a resolution dealing with issues with the County Road Maintenance Map. Squire Whaley ask that the fourth (4th) Whereas be amended to read The Pendleton County Fiscal Court. Judge Bertram stated that it would be no problem to change the wording, Squire Whaley made a motion to approve the resolution with the amendment, seconded by Squire Fogle, motion

carried.

RESOLUTION NO. _____

COUNTY OF PENDLETON KENTUCKY

A RESOLUTION TO CORRECT AND CONFIRM THE INSERTION OF TWO ROADS INTO THE COUNTY ROAD MAINTENANCE PROGRAM AND TO CORRECT THE SPELLING OF ONE ROAD ALREADY IN THE SYSTEM.

WHEREAS, The Pendleton County Fiscal Court in and through its administrative code may adopt new roads into the county road system; and

WHEREAS, The Pendleton County Fiscal Court has found that there was inadvertently an incorrect spelling on county road # 1042 spelled as Crane and should have been Crain, and

WHEREAS, The Pendleton County Fiscal Court wishes to place 911 Drive (560 feet) located on the southwest side of Highway 27 North approximately 1 mile north of Falmouth into the county road maintenance system, and

WHEREAS, The Fiscal Court also wishes to confirm that 1367 feet of Old 31 Highway located on the southwest side of Highway 27 South approximately 1 mile south of Falmouth was conveyed to the county when Highway 27 was constructed and should have been officially adopted into the county road maintenance system at such time.

NOW, THEREFORE, BE IT RESOLVED that the Pendleton County Fiscal Court does hereby confirm its take over the maintenance, and repair of 911 Drive and Old 31 Highway and does further wish to correct the spelling of Crain Lane on the Kentucky Department of Highway's county road transportation maintenance map.

This resolution adoption shall take place on June 24, 2008.

Done during a regular scheduled fiscal court meeting at Falmouth, Kentucky on June 24, 2008.

Henry W. Bertram
Pendleton County Judge/Executive

ATTEST:

Fiscal Court Clerk

In Re: Contract with NorthKey to Provide Services for FY 2008-2009

Judge Bertram presented the Court with a copy of the contract from NorthKey, regarding services to be provided to the county for FY 2008-2009. Squire Veirs made a motion to approve signing the contract, seconded by Squire Fogle, motion carried.

NORTH KEY CONTRACT

This contract is made and entered into as of the 1st day of July, 2008, by and between Pendleton County, located at 233 Main Street, Falmouth, Kentucky ("Pendleton County"), and North Key Community Care, Inc., a Mental Health Provider having an office at 502 Farrell Drive, Covington, KY 41012-2680 ("NorthKey")

WITNESSETH:

WHEREAS, Pendleton County through a county ordinance passed in May, 1979, wished to have Mental Health and Mental Retardation Health care provided to its citizens; and

WHEREAS, Mental Health, Substance Abuse and Mental Retardation services are provided to all areas of The Northern Kentucky Region by and through North Key Community Care; and

WHEREAS, under ordinance # 820.01 Pendleton County wishes to contract on a yearly basis with NorthKey to provide the aforementioned services to the citizens of Pendleton County;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term**
This Agreement shall be for a period of 1 (one) year beginning on July 1, 2008, and expiring at midnight June 30, 2009.
2. **North Key Services.**
 - a. NorthKey shall provide programs for the citizens of Pendleton County that may include: therapeutic rehabilitation program, community habilitation program, outpatient services, school-based services, adolescent intensive outpatient, adult foster care services/staffed residence, MROD support coordination/respite, and any other service that NorthKey and Pendleton County agree upon to be beneficial and financially feasible for the citizens of Pendleton County.
3. **Payment for Services**
 - a. Pendleton County agrees to contribute a maximum of \$39,511 of the tax money generated through the county Mental Health Tax to North Key in order to assist North Key in providing outpatient treatment/counseling for the citizens of Pendleton County. It is agreed in this contract that Pendleton County will not contribute any funds in excess of the aforementioned \$39,511 to provide this service during the term of this contract.

- b. Pendleton County agrees to contribute a maximum of \$79,023 of the tax money generated through the county Mental Health Tax to NorthKey in order to support the Work Habilitation Program (greenhouse and workshop) and job skills training for individuals with developmental disabilities for the citizens of Pendleton County. It is agreed in this contract that Pendleton County will not contribute any funds in excess of the aforementioned \$79,023 to provide this service during the term of this contract.

4. Indemnification

- a. NorthKey shall indemnify and hold Pendleton harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by negligence of NorthKey, its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

5. Termination

A. With Cause

- a. In the event either party engages in an act or omission constituting a material breach of any term or condition of the Agreement, the non-breaching party may, terminate the Agreement pursuant to the following procedure:
 - 1) The non-breaching party shall provide the breaching party with written notice specifying the nature of the breach.
 - 2) The breaching party shall have twenty (20) days following receipt of notice of the breach in which to remedy said breach.
 - 3) If the breaching party fails to take corrective action within the twenty (20) day period, the non-breaching party may terminate this Agreement upon ninety (90) days written notice.

B. Early Termination

- b. Notwithstanding, Pendleton may terminate this Agreement prior to the Expiration Date upon the following conditions:
 - 1) Upon thirty (30) days' prior written notice NorthKey; and
 - 2) It is anticipated that the contract payments by Pendleton County will be made in quarterly installments to cover services for the ensuing quarter year (3 months); should termination be effective at any time within a quarter for which payment has been thusly made, NorthKey will promptly reimburse to Pendleton County the unearned amount of any such payment. Said reimbursement will be made assuming thirty (30) day months and the amount determined by multiplying the said quarterly payment by 1.111% and then multiplying that by the remaining days in the quarter.

6. Relationship of the Parties

- a. In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that NorthKey is at all times acting as an independent contractor with respect to Pendleton County. Pendleton County shall not have any control or direction over the manner, methods or means by which NorthKey performs its work and functions.
- b. Nothing herein shall be construed to require either party to refer any patients to the other party, and no payment or any portion of any payment hereunder is made as an inducement or compensation for referrals of patients or other business between the parties.

7. Choice of Law

This Agreement shall be interpreted according to the laws of the Commonwealth of Kentucky. Pendleton County, Kentucky shall be the sole and exclusive venue for any state court proceeding that may arise out of this Agreement.

8. No Third Party Rights

This Agreement is solely being undertaken for the benefit of the parties and citizens hereto, and is not being entered into for the benefit of any other person or entity, including, but not limited to, any patients and their representatives.

9. Notice

Any notice required or permitted to be given by this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Pendleton: Pendleton County Courthouse
233 Main Street
Falmouth, Kentucky 41040
Attn: Henry Bertram, Judge Executive

NorthKey NorthKey Community Care
503 Farrell Drive
Covington, Kentucky 41011
Attn: Dr. Edward Muntel

10. Modification

This Agreement may be amended or modified at any time and in all respects, or any provision hereof may be waived, only by an instrument in writing executed by the parties hereto.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein.

12. Partial invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect.

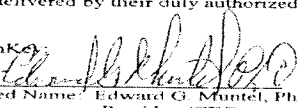
13. Waiver

The failure of either party in one or more instances to insist upon the performance of any of the terms of this Agreement, or to exercise the right or privilege conferred herein, or the waiver of any breach or any term of this Agreement, shall not thereafter be construed as a waiver of such terms, which shall continue in full force as if no such waiver has occurred.

14. Authority

Each individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he or she has full authority to do so on behalf of such entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

NorthKey: 
By: _____
Printed Name: Edward G. Muntel, Ph. D.
Title: President/CEO
Date: 6-17-08

Pendleton County:
By: _____
Printed Name: Henry Bertram
Title: Judge/Executive
Date: _____

Attest: _____
Pendleton County Fiscal Court Clerk
Date: _____

In Re: Approve Bid for Railroad Rail

Judge Bertram presented the Fiscal Court with a copy of the Bid from Progressive Rail Services to provide 10,040/LF of used railroad rail at \$13.78/LF to be used to repair Roadway Slips. Judge Bertram reported that due to the fact that the rails will not be driven we will be able to use a lighter weight rail and that will be at a cost of 13.10/LF. Squire Whaley made a motion to approve the Bid as presented, seconded by Squire Wells, motion carried.



To Whom it may concern,

Progress Rail Services offers a bid of \$13.78/LF delivered on 10,040 LF of used railroad rail cut to 40' lengths. Offer is valid for 30 net days. Payment terms are net 30 days.

Steve Burge

Steve Burge
Operations Manager
Progress Rail Services
8595 Progress Drive
Covington, Ky. 4101
(859) 743-3604

DeCoursey Plant • Progress Drive • Covington, KY 41015 • (859) 291-5465 • FAX (859) 865-2292

In Re: Approve Special District Budgets

Judge Bertram presented the Fiscal Court with copies of the Budgets for the following Special Districts, Falmouth Pendleton Co. Airport Board, Pendleton Extension Board, Pendleton County Health Board, Northern Pendleton Fire Department, Pendleton County Conservation District, Pendleton County Public Library, and The Pendleton County Industrial Authority. Squire Wells made a motion to approve the Special District Budgets as presented, seconded by Squire Veirs, motion carried.

In Re: Discuss Northern Kentucky Senior Services not bidding Transportation for Pendleton County Seniors

Judge Bertram presented the Fiscal Court with a copy of a letter from Senior Services of Northern Kentucky regarding the bidding of Transportation for Pendleton County. There has been a two month extension on the contract which will give the county time to research this problem and try to come to some agreement regarding this Transportation. This was for informational purposes only no action taken.



SENIOR SERVICES OF NORTHERN KENTUCKY

Supporting the independence and dignity of adults

June 20, 2008

The Honorable Henry W. Bertram
Pendleton County Judge Executive
Pendleton County Fiscal Court
Pendleton County Courthouse
223 Main Street
Falmouth, KY 41040

Dear Judge Bertram:

Thank you for speaking with me this morning to discuss transportation services in Pendleton County. Senior Services of Northern Kentucky has proudly provided transportation services to Northern Kentucky's senior citizens for more than twenty-five years. We consider it a privilege to serve the growing senior population in our eight-county region.

However, times are changing. As you are aware, SSNK submitted a proposal to provide transportation in all eight counties in response to the NKADD's RFP released February 15, 2008. The Northern Kentucky Area Development District (NKADD) rejected all bids for transportation services and issued a new Request For Proposals with significant changes to the RFP. In addition, SSNK received confirmation of further cuts in funding for transportation from several funders. This coupled with the cost of fuel rising at an alarming rate, forced our organization to take a close look at the services that we offer. We have analyzed the cost to provide these services coupled with the revenue streams available on a per county basis for transportation services.

Because of this, and at the direction of our Board of Directors, Senior Services of Northern Kentucky's application to the NKADD to provide Title III and Adult Day Care transportation services indicates our proposed service areas limited to Boone, Kenton, Campbell and Grant counties. Please know nothing would give us greater pleasure than continuing our transportation services in all eight counties. These changes and circumstances are simply out of our control. We can no longer provide service in all eight counties if there are not adequate funds to pay for it.

We have also been fortunate for many years to partner with Northern Kentucky Transit (NKT) to provide transportation in Pendleton County. Unfortunately, due to the limited availability of Title III funds and the directive in the RFP that only after all requests for Priority One Transportation (Medical Transportation) have been filled will transportation for other priorities be allowed, SSNK will no longer be able to provide transportation in partnership with NKT. Our arrangement with NKT will end when our current NKADD Title III and Adult Day Care contract ends on August 31, 2008.

1032 Madison Avenue • Covington, Kentucky 41011 • (859) 491-0512 • FAX (859) 491-4590
www.seniorservicesnky.org



The Honorable Henry W. Bertram
 Page 2
 June 20, 2008

NKT and SSNK are jointly concerned about the impact that this will have on the residents of Pendleton County. We believe there are creative ways to fund transportation and solve this problem. NKT and SSNK would appreciate the opportunity to talk to you about local support for transportation, so we can work together on a solution.

Please know that these decisions were not made lightly. They were made for the long-term sustainability of Senior Services of Northern Kentucky so we can continue to provide much-needed services to our low-income elderly.

I know you understand the economic challenges we are all facing, and I appreciate your thoughtful understanding.

Sincerely

Barbara J. Gunn

Barbara J. Gunn
 President/CEO

cc: Eric Summe, Chairman
 Mark Morgan
 Bruce Suedkamp

In Re: Memorandum of Agreement with State Board of Elections for new voting machines

Judge Bertram presented the Fiscal Court with a Memorandum of Agreement with the State Board of Elections regarding the Help America Vote Act (HAVA). Judge Bertram presented the court with a copy of the MOA from January 2008, it should have been the document dated June 2008, he will compare the two documents and if he feels that they are the same he will sign the newer of the two. Squire Wells made a motion to approve the signing of the correct document, seconded by Squire Whaley motion carried.



STATE BOARD OF ELECTIONS

Trey Grayson
Chairman
Secretary of State

140 Walnut Street
Frankfort, Kentucky 40601-3240
Phone: (502) 573-7100
Fax: (502) 573-4369
www.elect.ky.gov

Sarah Ball Johnson
Executive Director
Sandy Milburn
Assistant Director

January 18, 2008

Mr. Henry Bertram
Pendleton County Judge/Executive
Courthouse Square
Falmouth, KY 41040

Dear Judge Bertram:

The Help America Vote Act (HAVA) and the 2006 Amended Kentucky State Plan provide further federal funding for reimbursement to counties for the purchase of additional voting equipment. The State Board of Elections is pleased to announce that the enclosed Memorandum of Agreement (MOA) is now available to assist your county in purchasing additional voting equipment if you choose to participate at this time. The available federal funding for each county will not lapse if a county chooses not to participate in this MOA during state FY08.

The signed MOA must be received in the office of the State Board of Elections by 4:30 pm, EDT on February 22, 2008.

We will be scheduling a joint training session in the near future with the County Clerks and the County Judge/Executives to provide further details on the reimbursement of purchasing additional voting equipment. You will be given notice of the date, time, and location of the joint training session as soon as possible.

Your immediate attention to this request is necessary to assure eligibility for reimbursement for purchasing additional voting equipment pursuant to the MOA guidelines. Please direct any questions to Sarah Ball Johnson or Sandy Milburn at the State Board of Elections.

Respectfully submitted

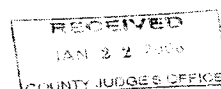
Sarah Ball Johnson

Sarah Ball Johnson
Executive Director

SBJ:sm

Enclosure: Memorandum of Agreement

Photocopy with Enclosure: Pendleton County Clerk



KentuckyUnbridledSpirit.com



An Equal Opportunity Employer M/F/D

MEMORANDUM OF AGREEMENT BETWEEN THE COMMONWEALTH OF KENTUCKY STATE BOARD OF ELECTIONS AND THE COUNTY OF PENDLETON

WHEREAS, both parties desire that all citizens of the Commonwealth have access to the polls in order to cast their vote on Election Day for candidates for public office and on public questions; and

WHEREAS, both parties seek to increase and improve the voting equipment of the Commonwealth in order to provide better access to the citizens; and

WHEREAS, the Help America Vote Act (HAVA) of 2002, codified at 42 U.S.C. 15301 *et seq.*, placed requirements upon the states to meet federal voting systems standards by January 1, 2006;

WHEREAS, Section 251 of HAVA allows states and local governments to use HAVA funds to improve the administration of elections for Federal office when the State certifies that one of two conditions is met: (1) the state has met the requirements of Title II; or (2) the state notifies the Election Assistance Commission (EAC) of its intention to use an amount not to exceed the amount of the minimum payment that the state either did or could have received under the Section 252 formula for that purpose;

WHEREAS, on February 2, 2006, the Commonwealth of Kentucky certified to the United States Department of Justice that the state had met the requirements of Title II of HAVA;

WHEREAS, on January 16, 2007, the Commonwealth of Kentucky certified to the EAC that the State had implemented the requirements of Title III by the first Federal election and that the State intends to use the remainder of the Title II requirements

payments to carry out other activities to improve the administration of elections for Federal office under Section 251(b)(2);

WHEREAS, the counties must continue to meet the requirements of HAVA and continue to use one accessible unit per precinct at each election pursuant to Section 301 of HAVA; and

WHEREAS, the Commonwealth of Kentucky chooses to use a portion of the remaining HAVA funds to further improve the administration of elections by reimbursing the counties for purchasing additional voting equipment;

The Commonwealth of Kentucky State Board of Elections and the County of Pendleton do hereby agree as follows:

A. OBJECTIVES AND FUNDING FOR THIS AGREEMENT

ADDITIONAL VOTING EQUIPMENT PURCHASES (applies to all counties):

Purchase additional voting equipment, to be used in conjunction with the accessible voting systems purchased under the 2005 Memorandum of Agreement, maximum amount of reimbursement will be equal to the number of precincts in existence in the county as of the 2006 General Election, multiplied by \$4,500.00 per precinct, for a total of **\$54,000.00** for the County.

NOTE: Counties may not use the funds provided under this Agreement to replace the accessible voting systems purchased under the 2005 Memorandum of Agreement.

B. PURCHASE OF VOTING MACHINES AND UPGRADES

1. Any voting systems purchased must be on the state certified list approved by the State Board of Elections and meet the 2002 Federal Voting System Standards or the 2005 Voluntary Voting System Guidelines.

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2. All purchases must be in accordance with local procurement procedures set forth in state law and adopted by the County.

3. The County must follow all the procedures for purchasing voting equipment outlined in KRS 117.105, 117.115, 117.125, and 117.135.

C. REIMBURSEMENT

1. Upon receipt from the County of documentation verifying the purchase of additional voting equipment, the State Board of Elections shall, within 30 (thirty) days, reimburse the County the actual cost of the voting equipment or the maximum amount, as specified in Section A, whichever amount is lower.

2. The documentation of the purchase of voting equipment shall contain the serial number, type, make, cost and manufacturer of the voting equipment purchased, a copy of the invoice from the manufacturer containing the serial numbers and the actual purchase price, and a copy of one or more of the following: (A) the contract with the voting equipment manufacturer, (B) a copy of the fiscal court resolution authorizing the purchase, or (C) a copy of the official fiscal court minutes documenting the request to purchase.

3. Reimbursement under this agreement shall not exceed actual costs.

4. Reimbursement pursuant to this Agreement shall not be authorized for purchases made after Government Contract Review Committee disapproval unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

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D. SOURCE OF FUNDS

It is understood by the parties that the funds disbursed under this Agreement are Federal funds granted to the State under HAVA Title II and funds provided by the State to meet the 5% state match requirements of Section 253(b)(5) of HAVA.

E. AUDITS

The parties agree that the expenditure of funds under this Agreement is subject to the audit requirements under Section 902(b) Title IX of the Help America Vote Act of 2002.

F. RECORDKEEPING & INVENTORY MAINTENANCE

1. The County shall retain all records related to the purchase of voting equipment for a period of three (3) years following the last purchase date of voting equipment or until all audit findings have been resolved.
2. The County shall keep such records with respect to payment under this Agreement as are consistent with sound accounting principles, including records which fully disclose the amount and disposition of funds, the total cost of the purchases made under this Agreement for which the funds are used, and such other records as will facilitate an effective audit.
3. The County shall conduct an annual inventory of the voting equipment purchased with Federal funds and certify to the State Board of Elections by March 1st of each year the serial number, type, make, and manufacturer of the voting equipment in the inventory of the County and make and provide documentation of any discrepancies in the inventory.

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G. ACCESS TO RECORDS

1. The parties agree that duly authorized representatives of the Federal and state governments shall have access for the purpose of audit and examination to any books, documents, papers, and records of the County that, in the opinion of the duly authorized representative, may be related or pertinent to the funds or payments under this Agreement.
2. The County agrees that the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service.

H. DISPOSITION OF PROPERTY

The County shall report and document any theft, loss, destruction, sale, or other disposition of any voting equipment purchased with funds under this Agreement.

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pursuant to KRS 117.377. The report shall be submitted in writing to the State Board of Elections as soon as practicable after the occurrence.

I. OWNERSHIP

The County shall own the voting equipment purchased under this Agreement and per KRS 117.105 and 117.135.

J. TERMINATION

Either party shall have the right to terminate this Agreement for convenience at any time upon thirty (30) days written notice served upon the other party by certified or registered mail with return receipt requested. In addition, either party may terminate the Agreement immediately for cause upon written notice served upon the other party by registered or certified mail with return receipt requested. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to termination.

K. DURATION OF AGREEMENT

Subject to the necessary appropriations of the General Assembly, this Agreement shall be effective upon signature of the parties and through June 30, 2008.

L. LIMITATIONS ON FUNDING

Funding for this Agreement is limited to the amount of Federal funds available and appropriated by the General Assembly.

M. CHOICE OF LAW AND FORUM PROVISION

All questions as to the execution, validity, interpretation, and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis

of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

N. EXTENSION/AMENDMENTS

The terms and conditions of this Agreement may be extended or amended at any time by mutual agreement of the parties in writing subject to the approval of the Secretary of Finance and Administration Cabinet (if required)

IN WITNESS WHEREOF, the parties have hereunto set out the signatures of their authorized representatives.

COUNTY OF PENDLETON

STATE BOARD OF ELECTIONS

BY: _____
COUNTY JUDGE EXECUTIVE

BY: _____
CHAIRMAN, STATE BOARD
OF ELECTIONS

DATE: _____

DATE: _____



State Board of Elections

Trey Grayson
Chairman
Secretary of State

140 Walnut Street
Frankfort, KY 40601-3240
Phone: (502) 573-7100
Fax: (502) 573-4369 or (502) 696-1952
www.elect.ky.gov

Sarah Ball Johnson
Executive Director

Sandy Milburn
Assistant Director

June 11, 2008

Mr. Henry Bertram
Pendleton County Judge/Executive
Courthouse Square
Falmouth, KY 41040

Dear Judge Bertram:

The Help America Vote Act (HAVA) and the 2006 Amended Kentucky State Plan provide further federal funding for reimbursement to counties for the purchase of additional voting equipment.

The State Board of Elections is pleased to announce that the enclosed Fiscal Year 2009 Memorandum of Agreement (FY2009 MOA), expiring June 30, 2010, is now available to assist your county in purchasing additional voting equipment. The available federal funding for each county will not lapse if a county chooses not to participate at this time.

The signed FY2009 MOA must be received in the office of the State Board of Elections by 4:30 pm, EDT on July 14, 2008.

Once the deadline has expired, the Secretary of State and Chairman of State Board of Elections will sign all participating counties' FY2009 MOA. The FY2009 MOA will be submitted to the Legislative Research Commission Government and Contracts Review Committee for its July, 2008 meeting. Upon approval by that committee, the FY2009 MOA will be a binding contract and you will be mailed a photocopy for your records.

Your immediate attention to this request is necessary to assure eligibility for reimbursement for purchasing additional voting equipment pursuant to the FY2009 MOA guidelines. Please direct any questions to Sarah Ball Johnson or Sandy Milburn at the State Board of Elections.

Respectfully submitted

Sarah A. Johnson

Sarah Ball Johnson
Executive Director

SBJ:sm

Enclosure: FY2009 Memorandum of Agreement for Pendleton County

Photocopy with Enclosure: Pendleton County Clerk



An Equal Opportunity Employer M/F/D



FISCAL YEAR 2009 MEMORANDUM OF AGREEMENT BETWEEN THE COMMONWEALTH OF KENTUCKY STATE BOARD OF ELECTIONS AND THE COUNTY OF PENDLETON

WHEREAS, both parties desire that all citizens of the Commonwealth have access to the polls in order to cast their vote on Election Day for candidates for public office and on public questions; and

WHEREAS, both parties seek to increase and improve the voting equipment of the Commonwealth in order to provide better access to the citizens; and

WHEREAS, the Help America Vote Act (HAVA) of 2002, codified at 42 U.S.C. 15301 *et seq.*, placed requirements upon the states to meet federal voting systems standards by January 1, 2006;

WHEREAS, Section 251 of HAVA allows states and local governments to use HAVA funds to improve the administration of elections for Federal office when the State certifies that one of two conditions is met: (1) the state has met the requirements of Title II; or (2) the state notifies the Election Assistance Commission (EAC) of its intention to use an amount not to exceed the amount of the minimum payment that the state either did or could have received under the Section 252 Formula for that purpose;

WHEREAS, on February 2, 2006, the Commonwealth of Kentucky certified to the United States Department of Justice that the state had met the requirements of Title II of HAVA;

WHEREAS, on January 16, 2007, the Commonwealth of Kentucky certified to the EAC that the State had implemented the requirements of Title III by the first Federal election and that the State intends to use the remainder of the Title II requirements

2. All purchases must be in accordance with local procurement procedures set forth in state law and adopted by the County.

3. The County must follow all the procedures for purchasing voting equipment outlined in KRS 117.105, 117.115, 117.125, and 117.135.

C. REIMBURSEMENT

1. Upon receipt from the County of documentation verifying the purchase of additional voting equipment, the State Board of Elections shall, within 30 (thirty) days, reimburse the County the actual cost of the voting equipment or the maximum amount, as specified in Section A, whichever amount is lower.

2. The documentation of the purchase of voting equipment shall contain the serial number, type, make, cost and manufacturer of the voting equipment purchased, a copy of the invoice from the manufacturer containing the serial numbers and the actual purchase price, and a copy of one or more of the following: (A) the contract with the voting equipment manufacturer, (B) a copy of the fiscal court resolution authorizing the purchase, or (C) a copy of the official fiscal court minutes documenting the request to purchase.

3. Reimbursement under this agreement shall not exceed actual costs.

4. Reimbursement pursuant to this Agreement shall not be authorized for purchases made after Government Contract Review Committee disapproval unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

B. PURCHASE OF VOTING MACHINES AND UPGRADES

1. Any voting systems purchased must be on the state certified list approved by the State Board of Elections and meet the 2002 Federal Voting System Standards or the 2005 Voluntary Voting System Guidelines.

2. All purchases must be in accordance with local procurement procedures set forth in state law and adopted by the County.

3. The County must follow all the procedures for purchasing voting equipment outlined in KRS 117.105, 117.115, 117.125, and 117.135.

C. REIMBURSEMENT

1. Upon receipt from the County of documentation verifying the purchase of additional voting equipment, the State Board of Elections shall, within 30 (thirty) days, reimburse the County the actual cost of the voting equipment or the maximum amount, as specified in Section A, whichever amount is lower.

2. The documentation of the purchase of voting equipment shall contain the serial number, type, make, cost and manufacturer of the voting equipment purchased, a copy of the invoice from the manufacturer containing the serial numbers and the actual purchase price, and a copy of one or more of the following: (A) the contract with the voting equipment manufacturer, (B) a copy of the fiscal court resolution authorizing the purchase, or (C) a copy of the official fiscal court minutes documenting the request to purchase.

3. Reimbursement under this agreement shall not exceed actual costs.

4. Reimbursement pursuant to this Agreement shall not be authorized for purchases made after Government Contract Review Committee disapproval unless the

decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

D. SOURCE OF FUNDS

It is understood by the parties that the funds disbursed under this Agreement are Federal funds granted to the State under HAVA Title II and funds provided by the State to meet the 5% state match requirements of Section 253(b)(5) of HAVA.

E. AUDITS

The parties agree that the expenditure of funds under this Agreement is subject to the audit requirements under Section 902(b) Title IX of the Help America Vote Act of 2002.

F. RECORDKEEPING & INVENTORY MAINTENANCE

1. The County shall retain all records related to the purchase of voting equipment for a period of three (3) years following the last purchase date of voting equipment or until all audit findings have been resolved.

2. The County shall keep such records with respect to payment under this Agreement as are consistent with sound accounting principles, including records which fully disclose the amount and disposition of funds, the total cost of the purchases made under this Agreement for which the funds are used, and such other records as will facilitate an effective audit.

3. The County shall conduct an annual inventory of the voting equipment purchased with Federal funds and certify to the State Board of Elections by March 1st of each year the serial number, type, make, and manufacturer of the voting equipment in the

4

inventory of the County and make and provide documentation of any discrepancies in the inventory.

G. ACCESS TO RECORDS

1. The parties agree that duly authorized representatives of the Federal and state governments shall have access for the purpose of audit and examination to any books, documents, papers, and records of the County that, in the opinion of the duly authorized representative, may be related or pertinent to the funds or payments under this Agreement.

2. The County agrees that the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service.

5

H. DISPOSITION OF PROPERTY

The County shall report and document any theft, loss, destruction, sale, or other disposition of any voting equipment purchased with funds under this Agreement, pursuant to KRS 117.377. The report shall be submitted in writing to the State Board of Elections as soon as practicable after the occurrence.

I. OWNERSHIP

The County shall own the voting equipment purchased under this Agreement and per KRS 117.105 and 117.135.

J. TERMINATION

Either party shall have the right to terminate this Agreement for convenience at any time upon thirty (30) days written notice served upon the other party by certified or registered mail with return receipt requested. In addition, either party may terminate the Agreement immediately for cause upon written notice served upon the other party by registered or certified mail with return receipt requested. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to termination.

K. DURATION OF AGREEMENT

Subject to the necessary appropriations of the General Assembly, this Agreement shall be effective upon signature of the parties and through June 30, 2010.

L. LIMITATIONS ON FUNDING

Funding for this Agreement is limited to the amount of Federal funds available and appropriated by the General Assembly.

6

M. CHOICE OF LAW AND FORUM PROVISION

All questions as to the execution, validity, interpretation, and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

N. EXTENSION/AMENDMENTS

The terms and conditions of this Agreement may be extended or amended at any time by mutual agreement of the parties in writing subject to the approval of the Secretary of Finance and Administration Cabinet (if required).

IN WITNESS WHEREOF, the parties have hereunto set out the signatures of their authorized representatives.

COUNTY OF PENDLETON

BY: Henry Bertram
HENRY BERTRAM
COUNTY JUDGE EXECUTIVE

DATE: 6/24/08

KENTUCKY CHIEF ELECTION OFFICIAL

BY: Trey Grayson
TREY GRAYSON
SECRETARY OF STATE and
CHAIR, STATE BOARD OF ELECTIONS

DATE: _____

7

In Re: Butler & Community V.F.D. Fourth of July Fire Works

Judge Bertram presented the Fiscal Court with a copy of the permit the Butler & Community V.F.D. had prepared that would allow them to present a fireworks display within the City Limits of Butler, the mayor of Butler would not approve this presentation so the Fire Department has moved the location outside the City Limits to Northern Elementary School and the approval for display of fireworks at this location is based on approval by the Judge/Executive. County Attorney Dean explained the verbiage of the Statues regarding fireworks and explained that the Judge will be responsible for granting a permit, the only problem Attorney Dean saw with the permit process is that there be a 15 day notice on intent to display fire works and that cannot be met for this permit. Judge Bertram will check with the State Fire Marshall's Office to see if the original permit that was granted can be transferred from the City of Butler, to Pendleton County.

This was informational only, no action taken.



FROM : 6/23/08

FAX NO. : 1

JUN 24 2008 11:18AM P1
JUN 24 2008 11:18AM P1

**BATHALTER AND WOESTE, P.S.C.
ATTORNEYS AT LAW**

Robert E. Bathalter
Richard A. Woeste

8341 EAST MAIN STREET, P.O. BOX 92
ALEXANDRIA, KENTUCKY 41001

Falmouth Phone:
(859) 654-3341
FAX # (859) 635-1665

(859) 635-1662
FAX: (859) 635-1665
FAX TRANSMISSION

June 23, 2008

TO: Mayor Delbert Reid, City of Butler

FAX NO.: (859) 472-5723

FROM: Robert E. Bathalter

IN RE: Fireworks Permit

6 PAGES TO FOLLOW THE COVER SHEET

If something happens and the correct number of pages are not received, please contact the above number.

CONFIDENTIALITY NOTICE: The information contained in this facsimile message, and in any accompanying documents, constitutes confidential information which belongs to Bathalter & Woeste, P.S.C. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient of this information, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance of this information, is strictly prohibited. If you have received this facsimile message in error, please immediately notify us by telephone at 859-635-1662 to arrange for its return to us. Thank you.

\\bserver\data\WP511\Letters\2008\CityofButler\Fax.wpd

FROM : 6/23/08

FAX NO. : 1

JUN 24 2008 11:19AM P12
JUN 24 2008 11:19AM P12

**BATHALTER AND WOESTE, P.S.C.
ATTORNEYS AT LAW**

Robert E. Bathalter
Richard A. Woeste

8341 EAST MAIN STREET, P.O. BOX 92
ALEXANDRIA, KENTUCKY 41001

Falmouth Phone:
(859) 654-3341
FAX # (859) 635-1665

(859) 635-1662

June 23, 2008

Facsimile (859) 472-5723

Mayor Delbert Reid
City of Butler
P.O. Box 229
Butler, KY 41006-0229

IN RE: Fireworks Permit

Dear Mayor:

I found a copy of the law concerning the sale or use of fireworks which was apparently revised in 2004.

According to the law, either the Chief of the Fire Department or the Mayor can sign the permit. It is not necessary for both of you to sign it. The County Judge signs for permits in the County.

I found nothing in the law requiring proof of insurance but I put that in the regulations anyway because you indicated you thought it would be a good idea.

According to the law, once you issue the permit it has to be filed with the State Fire Marshall at least fifteen (15) days prior to the display of the fireworks. It sounds like it is too late this year to issue permits for July 4, 2008.

The Permit which I prepared has blank lines where you would write in what you decided to let the Applicant do with the fireworks based on his Application.

Let me know if you want to make any additions or changes to the information I have supplied.

Sincerely yours,

ROBERT E. BATHALTER

RES/jv

Enclosure

\\bserver\data\WP511\Letters\2008\CityofButler\ReidDelbert0623.wpd

FROM :
PAGE:

PAGE NO. : 1

DATE: 06/24/2008 11:19:08 AM
FILE: C:\WORK\2008\06\24\06240624070805.DOC

**CITY OF BUTLER, KENTUCKY
FIREWORKS PERMIT REGULATIONS**

WHEREAS, KRS 227.710 requires a permit be issued by the Mayor before fireworks can be sold or used in the City Limits of Butler, Kentucky,

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. No fireworks will be used or sold in the city limits of the City of Butler without obtaining a Fireworks Permit issued by the Mayor.
2. The Fireworks Permit will not be issued unless the Applicant complies with the requirements set out in KRS 227.710, a copy of which is attached hereto.
3. The Applicant must show proof of insurance to cover any damages caused by the sale or use of fireworks.

Date: _____

Mayor, City of Butler, Kentucky

\\server\data\WP51\MSO\City\Butler\FireworksPermit.wed

FROM :
PAGE:

PAGE NO. : 1

DATE: 06/24/2008 11:20:08 AM
FILE: C:\WORK\2008\06\24\06240624070805.DOC

KRS § 227.710

Page 1

1 of 18 DOCUMENTS

KENTUCKY REVISED STATUTES ANNOTATED
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*** CURRENT THROUGH THE 2007 SECOND EXTRAORDINARY SESSION ***
*** ANNOTATIONS CURRENT THROUGH FEBRUARY 29, 2008 ***

TITLE XIX Public Safety and Morals
CHAPTER 227 Fire Prevention and Protection
Fireworks

Go to the Kentucky Code Archive Directory

KRS § 227.710 (2008)

227.710. Sale or use of fireworks prohibited -- Exceptions.

No person, firm, copartnership, or corporation shall offer for sale, expose for sale, sell at retail, keep with intent to sell, possess, use, or explode any fireworks, except as follows:

(1) In cities the chief of the fire department, or mayor, or similar official where there is no fire department, and in counties outside of cities the county judge/executive, may grant permits for supervised public displays of fireworks by municipalities, fair associations, amusement parks, and other organizations or groups of individuals. Every display shall be handled by a competent operator to be approved by the public official by whom the permit is granted, and shall be of such character, and so located, discharged or fired as in the opinion of the official, after proper inspection, shall not be hazardous to property or endanger any person. Permits shall be filed with the Office of State Fire Marshal at least fifteen (15) days in advance of the date of the display. After the privilege is granted, sales, possession, use, and distribution of fireworks for the display shall be lawful for that purpose only. No permit granted under this subsection shall be transferable. For the purposes of this subsection, "public display of fireworks" shall include the use of pyrotechnic devices or pyrotechnic materials before a proximate audience, whether indoors or outdoors.

(2) The sale, at wholesale, of any fireworks for supervised displays by any resident manufacturer, wholesaler, dealer, or jobber, in accordance with regulations of the United States Bureau of Alcohol, Tobacco and Firearms, if the sale is to the person holding a display permit as outlined in subsection (1) of this section. The permit holder shall present the permit along with other verifiable identification at the time of sale.

(3) The sale, at wholesale, of any kind of fireworks by any resident manufacturer, wholesaler, dealer, or jobber, provided the fireworks are intended for shipment directly out of state in accordance with regulations of the United States Department of Transportation.

(4) The sale and use in emergency situations of pyrotechnic signaling devices and distress signals for marine, aviation, and highway use.

- LexisNexis 50 State Surveys, Legislation & Regulations**
Fireworks and Pyrotechnics

Page 1 of 2

PERMIT 11/10/07

FAX 502-573-1004

Form 104-2008-11/10/07
(TUESDAY 04 2008) 9:00 AM 5:00 PM 11/10/07

PERMIT

Based upon the above Application,
Is hereby granted a Permit for the sale or use of fireworks in the City Limits of
Butler, Kentucky as follows:

Date: _____ Mayor, City of Butler, Kentucky
\\bwserv\data\WFS\1\WISD\City\Butler\Fireworks\Permit\Appl\080508.wpd



06/24/2008 TUE 11:53 FAX 502-573-1004 OFFICE OF HOUSING

0001/007

Office of the Chief
Chief Randy Brossart
P.O. Box 75
Butler, KY 41006

Butler & Community V.F.D

May 20, 2008

State Fire Marshall's Office
Attn: Fireworks Permits
101 Sea Hero Rd. suite 100
Frankfort, Kentucky 40601-5405

Dear Sir:

I would like to introduce myself. I am the Chief of the Butler and Community Volunteer Fire Department for the last 4 1/2 to 5 years. My name is Randy Brossart. I have been an active firefighter for this department for the last 15-20 years. I have also assisted with the fire display and been the department Safety Officer for more than several years. I have received a permit that allows me to shoot off fireworks for the town of Butler.

I will be taking over the responsibility for our annual fireworks display this year. I will be the main operator for the fireworks display for the Butler and Community Volunteer Fire Department on Friday July 4, 2008. Several of our qualified firefighters, who have varying experience in firefighting and safety will be assisting me.

Sincerely,

Randy Brossart

Chief Randy Brossart,
Butler & community V.F.D

NEIGHBORS HELPING NEIGHBORS

APPLICATION FOR SUPERVISED PUBLIC DISPLAY OF FIREWORKS

Applicant Name Butter & Community Vol Fire Dept Phone Number 859-472-2703
(Group, Individual or Organization Sponsoring the Event)

Address of Applicant 302 Taylor St Lexington KY 40502
(Street) (City) (State) (Zip)

Approximate Number and Kind of Fireworks to be Displayed 300 1"-2" M&F's 100-3" M&F's
300 1"-2" M&F's 100-3" M&F's

Manner and Place of Storage of Fireworks Prior To Delivery to Outdoor Display Site: Butter & Community Vol Fire Dept

Address/Phone Number or Retailer/Wholesaler Fireworks to be Purchased From: Butter & Community Vol Fire Dept
Fireworks Co Inc 302 Taylor St Lexington KY 40502 Phone Number 859-472-2703

Name of Company or Individual Supervising Display Randy Brossart
Please attach a complete RESUME of the Operator's Experience (or License) RANDY BROSSART

Number of Assistants 0 Date 7-4-08 Time of Display 8:00 PM to 11:00 PM
(Beginning & Ending) A.M. (P.M.)

**Exact Location (INCLUDING DIAGRAM) of Display Butter & Community Vol Fire Dept
(Street) (City) (State) (Zip)

Fire Department Having Jurisdiction Butter & Community Vol Fire Dept
Address 302 Taylor St Lexington KY 40502 Phone Number 859-472-2703

The proposed display will conform with all laws of the Commonwealth of Kentucky and applicant agrees to comply with the standards as set forth in NFPA 1121 (current edition).

Randy Brossart
(PLEASE SIGN & PRINT) RANDY BROSSART

PERMIT IS HEREBY GRANTED PURSUANT TO KRS 227.710

Randy Brossart
Signature of Fire Chief/Mayor/County Judge/Executive
PLEASE SIGN & PRINT
RANDY BROSSART CHIEF

A copy of this application must be filed with the State Fire Marshal's Office within fifteen (15) days of Display.

NOTICE OF APPLICANT:
Permits are granted at the sole discretion of the Local Official having jurisdiction. This document must be completed and approved by the Fire Chief, Mayor or County Judge/Executive having jurisdiction where the DISPLAY is to be conducted. (A diagram must be attached to this application showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained and the location of possible overhead obstructions). Applicant shall give bond or evidence of liability insurance deemed adequate by the official to whom application for the permit is made, in a sum not less than one million dollars (\$1,000,000). KRS 227.720.

Continued on Reverse Side

PAID BY STATE FIRE INSURANCE A.L.E. 06/24/2008 08:47:30 AM Lexington



"Insuring Emergency Service Organizations since 1969."

Name of Emergency Service Organization (ESO) Butter & Community Vol Fire Dept
Responsible Person Randy Brossart

Name of Professional Fireworks Contractor N/A Fire Dept to display & hold state permit

Name of Contact on-site Randy Brossart

Phone # of Contractor 859-472-2703 859-472-2703-513-697-2400

If your organization is sponsoring a Fireworks Display, use this checklist to help your organization address the hazards and exposures associated with the display.

- ☐ Professional Fireworks Company contracted to fire the shells.
- ☐ Responsibility for clean-up clearly defined in contract with professional fireworks company and is the responsibility of professional fireworks company.
- ☐ Certificate of Insurance obtained from fireworks company with minimum limits of \$1,000,000 for bodily injury and property damage.
- ☐ Emergency Service Organization named as additional insured on contractors certificate of insurance.

Display Area (Also see NFPA #1123)

- ☒ Display area adequate for size of aerial shell.
- ☒ 70 foot radius for every inch of internal mortar diameter.
- ☒ No spectators, dwellings or parking areas within that display area.

Discharge Area (Also see NFPA #1123)

- ☒ Distance from discharge area to spectators is adequate.
- ☒ Security to discharge area is adequate.
- ☒ At least 25 foot clearance to any overhead objects for shell trajectory.
- ☒ At least 75 foot clearance between spectator viewing areas or parking areas and ground display pieces.

4/28/2003



"Insuring Emergency Service Organizations since 1969."

Named Insured: *Butler Community Volunteer Fire Dept.*
Policy Number: *VFIS-TR-0019373-5*
Policy Term: *1-17-2008 - 1-17-2009*

The factfinder indicates that you sponsor a fireworks display and also have responsibility for firing the shells. The person responsible for firing the shells should be licensed (if required by state) or should be appropriately trained and/or certified. There is a pyrotechnics display operator training program which can be obtained from the Pyrotechnics Guild International, Inc., 18021 Baseline, Jordan, MN 55352.

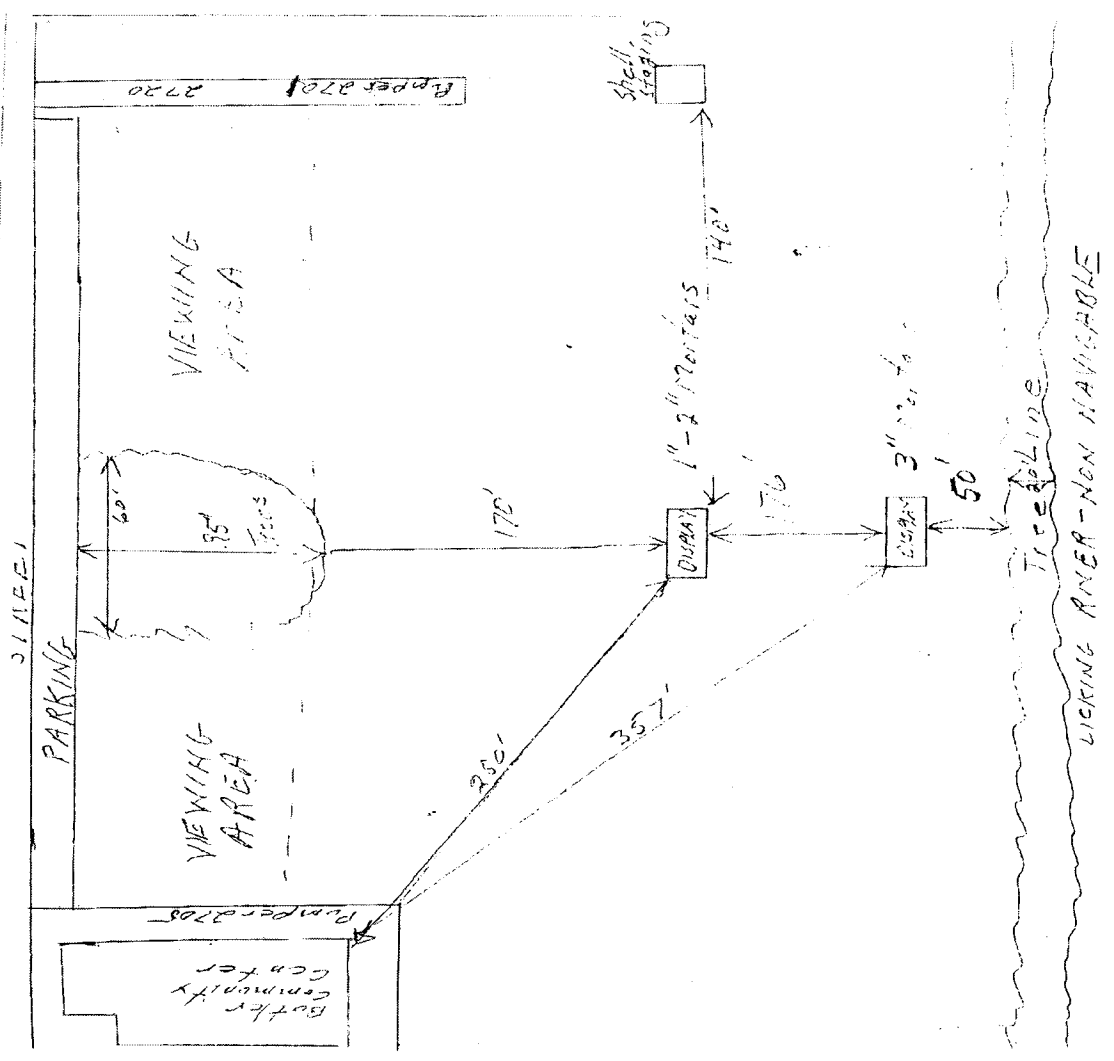
Included with this recommendation is the VFIS "Fireworks Display Checklist." This checklist is an excellent tool to use to address the various exposures that you face before, during and after this event. Listed below are the more important areas of concern:

- Your organization should close off the fall-out area after the display and not open that area until a survey is completed the next morning. Unexploded shells that are found should be handled only by trained/certified personnel. Disposal of unexploded shells also should be handled by trained/certified personnel in an industry acceptable manner.
- Display area, discharge area and fall-out area should be designed, laid out and protected according to NFPA #1123.
- Adequate fire protection and emergency medical services should be provided at the event.

Randy Brossart *5-20-08*
Signed & Accepted *CHIEF* Date
Signature and Title
RANDY BROSSART

FIREWORKS DISPLAY CHECKLIST

4/28/2003



95/24/2009 TUE 11:55 FAX 502 373 1004 OFFICE OF HOUSING

0007/007

ACORD - CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 05/14/2008	
PRODUCER KENTUCKY PUBLIC ENTITY PROGRAMS, INC. 859-331-3734 130 DUDLEY RD, SUITE 150 P O BOX 17374 EDGEWOOD, KY 41017				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON ITS CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED BUTLER AND COMMUNITY VOLUNTEER FIRE DEPARTMENT INC P O BOX 75 BUTLER, KY 41005				INSURERS AFFORDING COVERAGE INSURER A: AMERICAN ALTERNATIVE INS. CO INSURER B: INSURER C: INSURER D: INSURER E:		NAIC #	
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, OR ANY PARTIAL, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
LINE	COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:	VFIS-TR-2082185-00	01/17/2008	01/17/2009	EACH OCCURRENCE DAMAGE (UNLIMITED) PREMISES (UNLIMITED) MED. EXP. (ONLY THIS EVENT) PERSONAL & ADV. INJURY GENERAL AGGREGATE PRODUCTS - COMP. OF AGG.	\$ 1,000,000 \$ \$ 5,000 \$ 1,000,000 \$ 3,000,000 \$ 3,000,000
	AUTOMOBILE LIABILITY	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NAMED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (\$ & UNLIMITED) BODILY INJURY (\$ & UNLIMITED) BODILY INJURY (\$ & UNLIMITED) PROPERTY DAMAGE (\$ & UNLIMITED)	\$ \$ \$ \$
	Garage Liability	<input type="checkbox"/> ANY AUTO				AUTO ONLY (EA ACCIDENT) OTHER THAN AUTO ONLY AGG.	\$ \$ \$
	EXCESS/UMBRELLA LIABILITY	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> ANY EMPLOYER/OWNER/EXECUTIVE <input type="checkbox"/> IF EMP. SOURCE UNDER <input type="checkbox"/> SPECIAL PROVISIONS SECS.				E.L. EACH ACCIDENT E.L. DISEASE (EA EMPLOYER) E.L. DISEASE (POLICY LIMIT)	\$ \$ \$
DIRECTOR'S SIGNATURE, LOCATION, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT, SPECIAL PROVISIONS COVERING THE FIREWORKS DISPLAY FOR JULY 4TH, 2008 UNLESS IT RAINS, THEN IT WILL BE RESCHEDULED							
CERTIFICATE HOLDER STATE OF KENTUCKY FRANKFORT, KY				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION THE LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Steve Sierewald</i>			

ACORD 25 (2001/08)

ACORD CORPORATION 1988

In Re: Budget Account Transfers

Judge Bertram presented and read the Budget Account Transfers. Whereupon a motion was made by Squire Wells, seconded by Squire Veirs, carried that the following Budget Account Transfers by accepted as presented. Transfers recorded as follows.

**PENDLETON COUNTY FISCAL COURT
TUESDAY JUNE 24, 2008
7:00 PM**

COURT ORDER TRANSFERS**BUDGET ACCOUNT TRANSFERS:****General Fund**

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5001-445	Co. Judge/Exec., Office Supplies	\$ 205.00
01-5025-212	Training Fringe Benefits	\$1,184.00
01-5025-569	Registration & Conferences	\$ 119.00
01-5070-399	Planning Comprehensive	\$2,429.00
01-5080-411	Custodial Supplies	\$ 106.00
01-5205-403	Animal Food & Supplies	\$1,207.00
01-5405-578	Recreation Program Utilities	\$ 37.00
01-9400-202	Retirement, Co. Match	\$2,067.00

Road Fund

Transfer from (02-6105-447) Road Materials to the following accounts:

02-6105-143	Road Workers Salaries	\$ 782.00
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Jail Fund

Transfer from (03-9200-999) Reserve for Transfers to the following accounts:

03-5101-441	Machinery & Equipment	\$ 225.00
03-5101-445	Office Supplies	\$ 19.00
03-5101-481	Staff Uniforms	\$ 131.00
03-9100-569	Staff Training	\$ 776.00

LGEA Fund

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5120-507	Fire Department Contributions	\$3,450.00
04-5135-571	Renewals & Repairs	\$ 434.00
04-5136-441	Homeland Security Machinery & Equipment	\$ 769.00

Ambulance Fund

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-330	Laundry Service	\$ 214.00
09-5140-445	Office Supplies	\$ 587.00
09-5140-550	Medical Supplies	\$ 240.00
09-5140-592	Maintenance & Repairs - Vehicles	\$ 287.00

911 Fund

Transfer from (75-9400-205) Employee Health Insurance to the following accounts:

75-5145-159	Dispatchers/ Radio Operators	\$1,004.00
75-5145-445	911 Office Supplies	\$ 19.00
75-5145-481	911 Staff Uniforms	\$ 240.00
75-5145-571	Renewals & Repairs	\$1,658.00
75-9400-201	Social Security Match	\$ 204.00

Henry W. Bertram
County Judge/Executive

Date: _____

Vicky J. King
Fiscal Court Clerk

Date: _____

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Whaley, seconded by Squire Fogle, carried, that the following claims be allowed and ordered paid out of the following funds.

Pendleton County Fiscal Court
Voucher Claims Register

General Fund
From: 06/24/2008 To: 06/24/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	12-5114	Vendor	OFFICEDEPO OFFICE DEPOT		Voucher Date	06/24/2008
12-0124	01-5001-445-	CO JUDGE/EXEC. OFFICE SUPPLIES		018149	OFFICE SUPPLIES	185.64
12-0124	01-5080-411-	CUSTODIAL SUPPLIES		018149	CUSTODIAL SUPPLIES	107.16
		Printed On Check 010344			Voucher Totals	272.80
Voucher No.	12-5115	Vendor	COATTORNEY JEFFERY DEAN		Voucher Date	06/24/2008
12-0124	01-5005-185-	CO ATTORNEY SECRETARY		018175	COUNTY ATTORNEY'S SECRETARY APRIL-JUNE '08	1,976.04
12-0124	01-5005-445-	CO ATTORNEY OFFICE SUPPLIES		018175	COUNTY ATTORNEY'S SUPPLIES - APRIL-JUNE '08	1,477.97
		Printed On Check 010345			Voucher Totals	3,454.01
Voucher No.	12-5116	Vendor	BECKY'S FL BECKY'S FLOWER BASKET		Voucher Date	06/24/2008
12-0124	01-5025-499-	OTHER SUPPLIES	1835	018150	FLOWERS FUNERAL SUMPTER, ALEXANDR. OBANION	155.00
		Printed On Check 010346			Voucher Totals	155.00
Voucher No.	12-5117	Vendor	KY ELECTIO KENTUCKIANA ELECTION SERVICES		Voucher Date	06/24/2008
12-0124	01-5065-585-	ELECTION PRINTING		018157	ELECTION BALLOT LAYOUT & PRINTING	2,932.61
		Printed On Check 010347			Voucher Totals	2,932.61
Voucher No.	12-5118	Vendor	STRAUSS STRAUSS & TROY		Voucher Date	06/24/2008
12-0124	01-5070-399-	PLANNING - COMPREHENSIVE	6889393	018151	PROFESSIONAL SERVICES FOR ZONING	2,450.00
		Printed On Check 010348			Voucher Totals	2,450.00
Voucher No.	12-5119	Vendor	CREATIVE MICHELE HAMILTON-CREATIVE COMPUTER		Voucher Date	06/24/2008
12-0124	01-5205-403-	ANIMAL FOOD AND SUPPLIES		018178	ANIMAL CONTROL SUPPLIES - COMPUTER & SOFTWARE	1,206.95
		Printed On Check 010349			Voucher Totals	1,206.95
Voucher No.	12-5120	Vendor	GARYMAXWEL GARY MAXWELL		Voucher Date	06/24/2008
12-0124	01-5205-573-	ANIMAL SHELTER TELEPHONE		018172	REIMBURSEMENT FOR PHONE	48.00
		Printed On Check 010350			Voucher Totals	48.00
Voucher No.	12-5121	Vendor	ALPHPRINT ALPHA PRINGTING CO. INC		Voucher Date	06/24/2008
12-0124	01-5210-445-	OFFICE SUPPLIES SOLID WASTE		018154	OFFICE SUPPLIES	85.00
		Printed On Check 010351			Voucher Totals	85.00
Voucher No.	12-5122	Vendor	SENIOR CIT SENIOR CITIZENS CENTER		Voucher Date	06/24/2008
12-0124	01-5305-348-	SENIOR CITIZENS PROGRAM SUPPORT		018154	FY 2007-2008 SENIOR SERVICES SUPPORT	10,000.00
		Printed On Check 010352			Voucher Totals	10,000.00
Voucher No.	12-5123	Vendor	MCA MEDICAL CLAIMS ASSISTANCE, INC		Voucher Date	06/24/2008
12-0124	01-8100-398-	OTHER CONTRACTED SERVICES		017984	MCA AMBULANCE BILLS 8% COLLECTED	3,193.79
		Printed On Check 010353			Voucher Totals	3,193.79
					10 Vouchers Printed Totalling	23,798.16

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Pendleton County Fiscal Court
Voucher Claims Register

Road Fund
From: 06/24/2008 To: 06/24/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	12-5124	Vendor	HILLTOP HILLTOP STONE LLC		Voucher Date	06/24/2008
12-0224	02-8105-409-	CRUSHED STONE & GRAVEL		023172	CRUSHED STONE & GRAVEL 06-13 THRU 06-17 '08	255.57
		Printed On Check 005273			Voucher Totals	255.57
Voucher No.	12-5125	Vendor	FAB-N-WELD FAB-N-WELD		Voucher Date	06/24/2008
12-0224	02-8105-447-	ROAD MATERIALS		023174	ROAD MATERIALS	110.00
		Printed On Check 005274			Voucher Totals	110.00
Voucher No.	12-5126	Vendor	J&N ELECTR J & N ELECTRONICS		Voucher Date	06/24/2008
12-0224	02-8105-447-	ROAD MATERIALS		023159	ROAD MATERIALS	99.39
		Printed On Check 005275			Voucher Totals	99.39
Voucher No.	12-5127	Vendor	ENGLISHFO RON ENGLISH / ENGLISH FOUNDATIONS		Voucher Date	06/24/2008
12-0224	02-8105-447-	ROAD MATERIALS	255001	023180	BRIDGE REPAIR NEW ZION ROAD	1,600.00
		Printed On Check 005276			Voucher Totals	1,600.00
Voucher No.	12-5128	Vendor	SCOTT-GRO SCOTT-GROSS COMPANY, INC.		Voucher Date	06/24/2008
12-0224	02-8105-447-	ROAD MATERIALS	1043919	023183	SMALL ACETYLENE TANK RENTAL - MAY	25.73
		Printed On Check 005277			Voucher Totals	25.73
Voucher No.	12-5129	Vendor	ST ELIZBUS ST. ELIZABETH BUSINESS HEALTH CENTER		Voucher Date	06/24/2008
12-0224	02-8105-447-	ROAD MATERIALS		023143	EMPLOYMENT DRUG SCREEN WILLIAM WOOD	39.00
		Printed On Check 005278			Voucher Totals	39.00
Voucher No.	12-5130	Vendor	PETERSONTR PETERSON TRUCK CENTER		Voucher Date	06/24/2008
12-0224	02-8105-447-	ROAD MATERIALS		023182	REPAIRS ON TRUCK	445.80
		Printed On Check 005279			Voucher Totals	445.80
Voucher No.	12-5131	Vendor	ZEE ZEE MEDICAL, INC - #148		Voucher Date	06/24/2008
12-0224	02-8105-447-	ROAD MATERIALS		023171	FIRST AID SUPPLIES	76.10
		Printed On Check 005280			Voucher Totals	76.10
Voucher No.	12-5132	Vendor	H&MTRUCK HOWARD PYLES		Voucher Date	06/24/2008
12-0224	02-8105-447-	ROAD MATERIALS		023188	ROAD MATERIALS	15.00
		Printed On Check 005281			Voucher Totals	15.00
					9 Vouchers Printed Totalling	2,663.59

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Pendleton County Fiscal Court
Voucher Claims Register

Jail Fund
From: 06/24/2008 To: 06/24/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	12-5133	Vendor REGINA GEN	REGINA GENTRY			
12-0324	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		031441	TRANSPORT 8 HOURS @ \$10 AN HR	Voucher Date 06/24/2008
		Printed On Check 004691				60.00
Voucher No.	12-5134	Vendor DKC RADIO	DKC RADIO			
12-0324	03-5101-441-	MACHINERY AND EQUIPMENT	1703	031443	RADIO EQUIPMENT	Voucher Date 06/24/2008
		Printed On Check 004692				399.99
Voucher No.	12-5135	Vendor KEN KELLS	KEN KELLS			
12-0324	03-5101-445-	OFFICE SUPPLIES		031446	REIMBURSEMENT FOR MEALS	Voucher Date 06/24/2008
		Printed On Check 004693				16.61
Voucher No.	12-5136	Vendor ROYTAILORU	ROY TAILOR UNIFORM			
12-0324	03-5101-481-	STAFF UNIFORMS		031440	STAFF UNIFORMS	Voucher Date 06/24/2008
		Printed On Check 004684				144.99
Voucher No.	12-5137	Vendor TRI-STATEH	TRI-STATE HEALTH SERVICE			
12-0324	03-5101-549-	ROUTINE MEDICAL	7175	031444	MEDICAL EXPENSES FOR INMATE J HUTCHISON	Voucher Date 06/24/2008
		Printed On Check 004685				25.00
Voucher No.	12-5138	Vendor BURLPHARMA	BURLINGTON PHARMACY			
12-0324	03-5101-549-	ROUTINE MEDICAL		031445	MEDICATION FOR INMATE J HUTCHISON	Voucher Date 06/24/2008
		Printed On Check 004686				10.49
Voucher No.	12-5139	Vendor KEN KELLS	KEN KELLS			
12-0324	03-5100-568-	STAFF TRAINING		031434	REIMBURSEMENT FOR TRAINING EXPENSES	Voucher Date 06/24/2008
		Printed On Check 004697				1,355.56
7 Vouchers Printed Totalling						2,014.64

Pendleton County Fiscal Court
Voucher Claims Register

L.G.E.A. Fund
From: 06/24/2008 To: 06/24/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	12-5140	Vendor BUTLER	CITY OF BUTLER			
12-0424	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		041829	4TH QTR FY 08 FIRE DEPARTMENT CONTRIBUTION	Voucher Date 06/24/2008
		Printed On Check 003067				2,500.00
Voucher No.	12-5141	Vendor BUTLER FIR	BUTLER FIRE DEPARTMENT			
12-0424	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		041822	RESPONSE APRIL 28, 2008	Voucher Date 06/24/2008
		Printed On Check 003068				950.00
Voucher No.	12-5142	Vendor CJS	CENTRAL JANITORIAL SUPPLY			
12-0424	04-5135-411-	CUSTODIAL SUPPLIES	42508	041816	CUSTODIAL SUPPLIES	Voucher Date 06/24/2008
		Printed On Check 003069				48.30
Voucher No.	12-5143	Vendor MIKEMOORE	MIKE MOORE			
12-0424	04-5135-445-	OFFICE SUPPLIES		041823	REIMBURSEMENT FOR OFFICE SUPPLIES	Voucher Date 06/24/2008
		Printed On Check 003070				37.99
Voucher No.	12-5144	Vendor WHAYNESUPP	WHAYNE SUPPLY COMPANY			
12-0424	04-5135-571-	RENEWALS AND REPAIRS		041821	SWITCH FROM NATURAL TO PROPANE GAS	Voucher Date 06/24/2008
		Printed On Check 003071				434.34
Voucher No.	12-5145	Vendor CDW-G	CDW-G			
12-0424	04-5136-441-	HOMELAND SECURITY MACHINERY & EQUIP.		041812	SYM BE SRV 12 WIN (SOFTWARE)	Voucher Date 06/24/2008
		Printed On Check 003072				989.94
Voucher No.	12-5146	Vendor RECREATION	COMMUNITY RECREATION COMMISSION			
12-0424	04-5405-107-	RECREATION - SUPER/DIRECTOR		041828	1/2 JUNE SALARY RECREATION DIRECTOR	Voucher Date 06/24/2008
		Printed On Check 003073				1,733.01
7 Vouchers Printed Totalling						5,673.56

Pendleton County Fiscal Court

Voucher Claims Register

Ambulance Fund
From: 06/24/2008 To: 06/24/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	12-5147	Vendor	PEND EMS	PENDLETON COUNTY EMS, INC		
12-0924	09-5140-303-	AMBULANCE SERVICE		092254	JULY AMBULANCE SERVICE PER CONTRACT	Voucher Date 06/24/2008
		Printed On Check 003470				24,831.63
Voucher No.	12-5148	Vendor	LAUNDRY	MIDWEST LAUNDRY INC.		
12-0924	09-5140-330-	LAUNDRY SERVICE	18004	092259	MAY LAUNDRY SERVICE	Voucher Date 06/24/2008
		Printed On Check 003471				215.80
Voucher No.	12-5149	Vendor	OFFICEDEPO	OFFICE DEPOT		
12-0924	09-5140-445-	OFFICE SUPPLIES		092260	OFFICE SUPPLIES	Voucher Date 06/24/2008
		Printed On Check 003472				598.91
Voucher No.	12-5150	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC		
12-0924	09-5140-550-	MEDICAL SUPPLIES	1043920	092262	MEDICAL SUPPLIES	Voucher Date 06/24/2008
		Printed On Check 003473				240.24
Voucher No.	12-5151	Vendor	NORTON	TIM NORTON AUTO SERVICE L.L.C.		
12-0924	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092263	VEHICLE MAINTENANCE	Voucher Date 06/24/2008
		Printed On Check 003474				298.50
						Voucher Totals
						25,971.08
						5 Vouchers Printed Totalling

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Pendleton County Fiscal Court

Voucher Claims Register

911 Fund Fund
From: 06/24/2008 To: 06/24/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	12-5152	Vendor	OFFICEDEPO	OFFICE DEPOT		
12-7524	75-5145-445-	911 OFFICE SUPPLIES		751069	OFFICE SUPPLIES	Voucher Date 06/24/2008
		Printed On Check 001772				18.70
Voucher No.	12-5153	Vendor	BUNNIES	THERESA PEOPLES / BUNNIES "N" SUCH		
12-7524	75-5145-481-	911 STAFF UNIFORMS	2360	751071	911 SHIRTS	Voucher Date 06/24/2008
		Printed On Check 001773				649.00
Voucher No.	12-5154	Vendor	MOBILCOM	MOBILCOMM INC		
12-7524	75-5145-571-	RENEWALS AND REPAIRS		751083	REPLACED DEFECTIVE FRU CONTROL MODULE	Voucher Date 06/24/2008
		Printed On Check 001774				1,875.00
						Voucher Totals
						1,875.00
						3 Vouchers Printed Totalling
						2,333.70

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Pendleton County Fiscal Court
Voucher Claims Register

MH/MR Fund Fund
From: 06/24/2008 To: 06/24/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	12-5155	Vendor	LICKING VA	LICKING VALLEY COUNSELING CENTER		
12-8824	88-5233-343	GENERAL HEALTH - MH/MR		880101	MAY 2008 COUNSELING SESSIONS PER AGREEMENT	2,333.33
		Printed On Check 000524				
Voucher Totals						2,333.33
1 Vouchers Printed Totalling						2,333.33

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In Re: Closed Session to Discuss Personnel Matter Per KRS 61.810

Judge Bertram stated per KRS 61.810 a closed session needed to be called to hear from an employee regarding a Personnel Matter. At 8:10 PM, Squire Wells made a motion to go into a closed session, seconded by Squire Veirs, motion carried. At 9:10 Squire Veirs made a motion to return to open session, seconded by Squire Whaley, motion carried. Pendleton County Attorney, Jeff Dean, stated the Fiscal Court was in Closed Session to listen to the concerns of a terminated employee and no action was taken.

In Re: Closing Remarks

Judge Bertram reported that a billboard will be dedicated at 12:00 on Highway 22E, in memory of Daniel Wood who lost his life in a bus accident in May of this year. Judge Bertram said he will be in attendance. Gary Veirs ask if any further action had been taken by Campbell County to repair there end of Boss Dunaway Road. No other closing remarks

In Re: Adjournment

A motion was made by Squire Wells, seconded by Squire Whaley, carried, that this meeting be adjourned, to meet again in regular session on July 8th, 2008 at 7:00 P.M., Subject to any call meetings.

Pendleton County Judge/Executive

ATTEST: _____
Pendleton County Clerk